

Marquee Floors Laminate

Lifetime Limited Transferable Non-Prorata Residential Warranty Wear, Water Resistance*, Stain, Fade, Structural Integrity

These warranties are valid only if proper installation (including the use of TORLYS recommended underlayment products, if / when required), and maintenance procedures, are followed. Check with TORLYS Inc. (1-800-461-2573 or www.torlys.com) for detailed information.

1. Wear-Through Warranty

This is restricted to wear on the surface of the boards. The wear must be readily visible and cover a minimum of 1.4 square centimetres (0.5 square inches) of the installed floor.

Gloss reduction is not considered wear.

2. Water Resistance Warranty* (*applies only to designated products*)

Under normal residential use conditions and when installed and maintained in accordance with the installation, care, and maintenance guidelines, *designated* Marquee Floors Laminate is warranted to resist water-related surface damage.

This Water Resistance Warranty provides that the flooring will not delaminate or swell more than eighteen percent (18%) of its original thickness resulting from water exposure to the surface of the flooring.

The warranty includes damage caused by spills or standing water on the surface of the flooring for a period of up to twenty four (24) hours, including in areas such as kitchens and powder rooms, provided that the water does not penetrate beneath the flooring, reach the subfloor, or remain for longer than the stated time period.

Specific installation requirements apply. Refer to the applicable Marquee Floors Laminate installation instructions for complete details.

Designated products are not designed to withstand flooding, soaking, leakage, or continual moisture exposure. Any water exposure beyond the conditions expressly stated in this warranty is not covered.

Note: This warranty applies solely to the surface of the flooring and does not cover damage to subfloors, underlayment, mould, or other consequential damages.

Note: This warranty does not apply to damage from moisture saturation and/or "Abnormal use or conditions" which include, but are not limited to, moisture damage from plumbing leaks, or failures; appliance malfunctions; storms, floods, or acts of nature; excessive moisture, hydrostatic pressure, or subfloor moisture; improper installation, maintenance, or environmental conditions.

**Only products specifically designated as having a water-resistant warranty are eligible for coverage related to water exposure. This designation is clearly indicated in product documentation. Unless explicitly stated, water damage is excluded from warranty coverage.*

3. Stain Warranty

Regular household products (such as food, beverages, and daily-use cleaning products) will not stain your Marquee Floors Laminate.

4. Fade Warranty

Marquee Floors Laminate will not noticeably fade from exposure to sunlight or artificial light.

5. Structural Integrity Warranty

TORLYS guarantees that Marquee Floors Laminate is free from manufacturing defects and warrants the structural integrity of the floor including stability and delamination for a lifetime of use.

Exclusions:

The following are expressly excluded from the present Warranty:

1. Defects or damage caused by installation that does not comply with Marquee Floors Laminate recommended installation procedures (for details please check our web page at www.torlys.com). Any failure resulting from improper installation is the sole responsibility of the flooring contractor and/or installer.
2. Improper product choice for the flooring use conditions. I.e. Heavy commercial use, outdoors, etc. Installation in areas designated or used for multi-purpose activities, including but not limited to: fitness classes, athletic activities, assemblies, events involving movable furniture, or any space subject to frequent reconfiguration, rolling loads, or impact loads.
3. Damage due to improper maintenance. Refer to the Marquee Floors Maintenance Instructions or contact TORLYS Inc. (1-800-461-2573) for recommended products.
4. Unapproved modification or repair, accidents, or misuse.
5. Damage due to exposure to excessive heat, wetness, or dryness. It is recommended that relative humidity in a home remain in the healthy range of 30–60% throughout the year. Keeping humidity within this range may require the use of a dehumidifier or a humidifier depending on the climate conditions.
6. Damage caused by direct or concentrated sunlight/heat.
7. This warranty does not cover splits, warping, soiling, or damages that result from abusive conditions, or accidents, such as, but not limited to, severe impact, scratching, cutting, or the use of items such as inline skates, roller skates, stiletto heels, golf shoes, pets, mobility aids and/or rolling loads with hard castors or wheels.
8. Replacement of materials, which have been installed, and that contain visual defects.
9. Uninstalled material with visual or other defects, that do not exceed 5% of the total quantity shipped.
10. Dissatisfaction with colour, shade or texture variations from samples or printed colour illustrations. Colour, gloss or texture variations resulting from repairs and/or adding on to an existing installation.
11. Damage caused by gouges, scuffs, punctures, tears, burns, lack of proper furniture rests; improper storage, abuse, or incidents such as fire, floods, also plumbing leaks such as overflowing of sinks or similar water damage that can go underneath the floor.
Note: Sliding heavy furniture or appliances may permanently damage your Marquee Floors Laminate.
12. Damage caused by water or moisture trapped beneath the floor.
13. Problems caused by moisture, mildew, alkaline substances, or hydrostatic pressure.

14. This warranty only applies to Marquee Floors Laminate sold as first quality material.
15. Responsibility under this warranty only applies to hidden defects. These are defects that were not visible before or during the installation of the floor.

Marquee Floors Laminate Claim Process

Register your Marquee Floors Laminate at www.torlys.com/smart-warranty/ within 90 days of purchase to have your floor protected, including the non-prorata and transferable features of the warranty.

In the case of a claim, notify the dealer who sold you the material within 30 days of noticing the concern. If not registered, you must supply proof of purchase.

Once the dealer verifies the claim, a TORLYS representative will be notified and, if necessary, an inspection will be arranged. If you are unable to contact your dealer or are not satisfied with the dealer's recommendation, please contact TORLYS at 1-800-461-2573.

If a product defect is verified, TORLYS will arrange with the respective dealer for the repair or replacement of the defective portion of the floor. If the floor needs to be replaced partially or in full, the replacement material will be the same design and coloration as the original. If the original flooring is no longer available, then other Marquee Floors Laminate of similar type and of equal or higher value will be supplied. TORLYS will repair or replace a floor one time during the life of this warranty.

Disclaimer

TORLYS Inc. excludes and will not pay consequential damages (any loss of time, inconvenience, expenses, costs, etc.) under this warranty. Repair or replacement of flooring material is the sole remedy. This warranty includes the cost of labour only if the flooring is installed by a flooring installation professional or the replacement of defective floorboards only, when the homeowner to whom this warranty applies did the installation.

TORLYS Inc. offers no warranty, express or implied, other than the one described herein; including any warranty of merchantability or suitability of the product for a particular purpose, and no other remedies shall be available except for those provided herein. This warranty shall not be deemed to have failed in its essential purpose while TORLYS Inc. is willing to repair or replace defective goods.